

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RUSSIAN ENERGY ADVISORS, L.L.C.,

Plaintiff,

v.

ATLAS PETROLEUM
INTERNATIONAL LIMITED, *et al.*

Defendants.

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Case No. 4:06-cv-03990

DECLARATION OF ARTHUR EZE

I, Arthur Eze, make this Declaration in support of Defendants' Motion to Dismiss for *Forum Non Conveniens* and, based on my personal knowledge, state as follows:

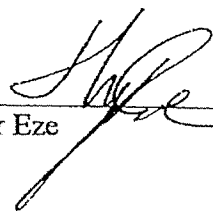
1. I am a Nigerian citizen, over the age of eighteen. I reside in Enugu, Nigeria. I am the Chairman of Atlas Petroleum International Limited ("Atlas") and Oranto Petroleum, Limited ("Oranto"), respectively. I am frequently in London, England to attend to business matters for Atlas and Oranto.
2. I was introduced to Michele Miller by Mr. Dewill "Douglas" Dawn, III, during a trip to the United States that included the inspection in Texas of an airplane for possible purchase. After meeting Ms. Miller over dinner, she made arrangements to meet me in London, England. When we met in London, where we had lunch in a restaurant in the company of Mr. Dawn, she proposed in general terms a business relationship under which she would assist Atlas and Oranto in pursuing development of their petroleum properties in Africa with the Russian energy company known as Lukoil. No agreement was reached at the luncheon meeting in London.

3. After the meeting in London, Ms. Miller contacted me in Nigeria by telephone. There were a series of telephone calls by her to me in Nigeria as she pressed me, as the Chairman of Atlas and Oranto, to consider an arrangement with her to act for Oranto and Atlas in pursuing investment in the development of their petroleum properties with Lukoil. During those conversations I described the petroleum properties of Oranto and Atlas in western Africa, including in the Republic of the Cote d'Ivoire. She touted her company's experience and expertise. Eventually she drafted and arranged for me to receive a Consulting Agreement that described a relationship between her company and Oranto and Atlas.

4. When I received the proposed Consulting Agreement it has already been signed by Ms. Miller for her company, Russian Energy Advisors, L.L.C. After I received the document, she contacted me again by telephone to encourage me to sign the agreement. I participated in the call from Nigeria. After the call, on July 26, 2005, I executed the Consulting Agreement in Nigeria on behalf of Oranto and Atlas. A true and correct copy of the agreement is attached as Exhibit A hereto.

I solemnly declare under the penalties of perjury under the laws of the United States that the statements in the foregoing Declaration are true.

Subscribed this th 17 day of February 2007 at Lagos, Nigeria



Arthur Eze

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234 42 255111
FAX NO. 7138809204

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CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered this ^{26th} day of July, 2005, by and between Atlas Petroleum International Limited, a Nigerian company and its affiliate Oranto Petroleum Limited, a Nigerian company (both hereinafter referred to as the "Company(s)") and Russian Energy Advisors L.L.C., a Texas-USA limited liability company (hereinafter referred to as "REA").

RECITALS

WHEREAS, Arthur Eze is chairman and majority shareholder of Atlas Petroleum International Limited and its affiliate Oranto Petroleum Limited;

WHEREAS, the Company(s) hold oil and gas licenses in various West African countries, including Sierra Leone, Equatorial Guinea, Nigeria, Sao Tome, Liberia and the Ivory Coast;

WHEREAS, the Company(s) would be interested in entertaining negotiations with the following operator and potential investor (hereinafter collectively referred to as "Operator/Investor") for its participation:

Jeff
(Lukoil)

LUK OIL

WHEREAS, REA shall contact such potential Operator/Investor to facilitate and solicit its interest for participation with the Company(s) in its various licenses.

AGREEMENT

The parties to this Agreement hereby agree to the following terms and provisions:

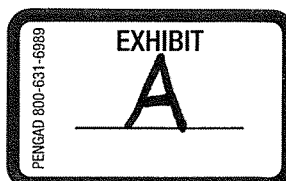
1. Consulting Services. The Company(s) hereby appoints REA as its advisory consultant for the Company(s) to market its license to the Operator/Investor identified above for an initial period of twelve (12) months.

2. Fees for Consultant Services. In consideration for the Consulting Services to be rendered by REA to the Company(s), REA shall be paid as follows:

a. Success Fee. In the event the Company(s) shall enter any operating, farm-in, participation or other investment agreement relating to one of its licensed fields with one or more Operator/Investor, identified herein, during the term of this Consulting Agreement, REA shall be entitled to the following:

(i) Cash. REA shall be paid ten percent (10%) of any signing bonus ("Signing Bonus"), as that term is commonly understood in the industry, which shall include all monies paid by Operator/Investor in consideration for its participation in any licensed interest, held by the Company(s), excluding monies previously paid by the Company(s) for expenses paid pursuant to the respective license capital requirements. The Company(s) shall direct Operator/Investor to pay REA its fees directly and commensurate with the Company(s)' own receipt of monies.

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b. Multiple Success Fees. The Success Fee shall apply in each and every instance that an Operator/investor enters a binding agreement as described with regard to any license held by the Company(s).

3. Term of Agreement. This Agreement shall be for an initial period ("Initial Period") of twelve (12) months; and shall be automatically extended by like six (6) month periods ("Subsequent Periods") in the event that either Company is engaged in negotiations, albeit incomplete, with any Operator/investor identified herein, regarding any license or licenses held by either Company.

4. Confidentiality. Each of the parties agree to treat the negotiations, existence and terms of any prospective agreements between the Company(s) and parties identified by REA or its affiliates as confidential and will refrain from imparting to any third party any and all confidential or proprietary information.

5. Non-Circumvention. Each of the parties affirms its intention to negotiate and act in good faith with respect to the other. The Company(s) shall take no action, either directly or indirectly, to undermine or circumvent the financial interest of REA or its assignees. The Company(s) expressly agrees that it will not consummate any binding agreement with potential Operator/investor, identified above, without the prior written consent of REA. The Company(s) will further keep REA apprised of the status of all negotiations. In the event any contemplated transaction fails to trigger the Success Fees, as envisioned, the Company(s) shall not otherwise consummate a binding transaction with such third party until a satisfactory Fee Agreement is reached with REA.

6. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the United Kingdom.

7. Multiple Counterparts. This Agreement may be executed in multiple counterparts which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

8. Waiver. The waiver by any provision of this Agreement by either party shall not operate or be construed as a waiver of any other or subsequent breach by either party.

9. Notices. All notices that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing, by telefax, and delivered personally or by certified mail, return receipt requested, postage prepaid as follows:

If to the Company(s):

Atlas Petroleum International Limited
4, Akin Olugbade Street
Off Idowu Martins Street
Victoria Island
Lagos
Nigeria
Attn: Arthur Eze
Facsimile: 011 234 -1-2615689



09 Dec 04 15:55 prince
JUL 20 2005 10:01:20 PM STEPHEN R. MILLER

234 42 258111
FAX NO. 113808209

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Oranto Petroleum Limited
4, Akin Olugbade Street
Off Idowu Martins Street
Victoria Island
Lagos
Nigeria
Attn: Arthur Eze
Facsimile: 011 234 -1-2615689

IF to REA:

Russian Energy Advisors L.L.C.
2100 West Loop South, Suite 1400
Houston, Texas 77027 USA
Attn: Michele O. Miller
Facsimile: 713-960-9204

10. No Representations. REA does not represent or warrant the truth or completeness of any statements made by third parties, regarding any potential projects. The Company(s) shall undertake its own due diligence to assess accuracy of any statements or representations regarding license rights, legal matters or reserve estimates provided.

11. Best Efforts. REA has provided no representations as to the suitability of any venture to be proposed. REA shall use its best efforts to identify suitable opportunities.

12. Invalidity. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.


13. Entire Agreement. This Agreement constitutes the entire agreement with respect to the matters described herein and supersedes all prior or contemporaneous oral or written agreement. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

Executed: July __, 2005

ATLAS PETROLEUM INTERNATIONAL
LIMITED

RUSSIAN ENERGY ADVISORS L.L.C.

By: 
Name: Arthur Eze
Title: Chairman

By: 
Name: Michele O. Miller
Title: President and Manager

ORANTO PETROLEUM LIMITED

By: 
Name: Arthur Eze
Title: Chairman

c:\Russian Energy Advisors\Consulting Agent-Atlas-Oranto
26 July 2005